596. The infants, if of a responsible age, are themselves liable for their own torts. See *Paul* v. *Hummel*, 43 Mo. 119; 14 HARV. L. REV. 71. Irrespective of the parental relationship, of course, the father may be liable on the principles of agency. *Teagarden* v. *McLaughlin*, 86 Ind. 476. See 28 HARV. L. REV. 91. Furthermore, if he stands by and does not restrain the child from doing the act, he is deemed to have authorized or consented to it and is liable. *Beedy* v. *Reding*, 16 Me. 362; *Hoverson* v. *Noker*, 60 Wis. 511. An action also lies if the father's own negligence was a proximate cause of the child's doing the injury, as where he gives the child a gun. *Meers* v. *McDowell*, 110 Ky. 926, 62 S. W. 1013; *Thibodeau* v. *Cheff*, 24 Ont. L. R. 214; *Johnson* v. *Glidden*, 11 S. D. 237. But even where the child is an imbecile there is no liability in the absence of negligence. *Bollinger* v. *Rader*, 153 N. C. 488, 69 S. E. 497. Similarly, mere notice of the vicious disposition of a child will not render the parent liable for its assaults. *Paul* v. *Hummel*, *supra*. See *Baker* v. *Haldeman*, 24 Mo. 219. It is submitted, therefore, that the principal case is correct in basing the liability on negligence, and in refuting the contention that by analogy to animals the parent was liable by reason of *scienter*.

PARTNERSHIP — RETIREMENT OF PARTNERS — LIABILITY OF NOMINAL PARTNER FOR INJURY TO INVITED PERSON. — A business formerly operated by father and son was continued after the father's retirement, and with his consent, under the old firm name of "E. Dieudonne & Son." The plaintiff, who had been a customer prior to the retirement and knew nothing of it, came to the firm's shop on business and was injured by the negligence of an employee. *Held*, that the retired partner is liable. *Jewison* v. *Dieudonne*, 149 N. W. 20 (Minn.).

A person who holds himself out as a partner may be responsible, under some circumstances, to those dealing with the firm. *Stearns* v. *Haven*, 14 Vt. 540. This liability, however, depends on principles of estoppel and not on general grounds of policy. *Rogers* v. *Murray*, 110 N. Y. 658, 18 N. E. 261. *Cf. Poillon* v. *Secor*, 61 N. Y. 456. Accordingly, if the person dealing with the firm does not know of the holding out or does not rely on it in so dealing, the nominal partner will not be liable. *Thompson* v. *First National Bank of Toledo*, 111 U. S. 529; *Wood* v. *Pennell*, 51 Me. 52. Contracts made with the ostensible firm frequently involve this reliance on the partnership. *Rice* v. *Barrett*, 116 Mass. 312. Tort liability, on the other hand, ordinarily arises without reference to the mental attitude of the injured person, and the basis for recovery against the nominal partner is, therefore, lacking. *Smith* v. *Bailey*, [1891] 2 Q. B. 403; *Shapard* v. *Hynes*, 104 Fed. 449. But when the tort arises out of a relation undertaken in reliance on the holding out, the necessary elements of estoppel seem to be present. *Maxwell* v. *Gibbs*, 32 Ia. 32. It is submitted that this same principle is the real basis of liability in certain cases of so-called "implied invitation." See *Holmes* v. *Drew*, 151 Mass. 578. Accordingly, in the principal case, if in fact the plaintiff had relied on the representation that the retired partner was still a member of the firm, in entering upon the relation of invitee, the liability would have been properly imposed. But inasmuch as the facts did not warrant that construction, the dissenting judges rightly refused to be satisfied with anything less than estoppel.

POLICE POWER — INTEREST OF PUBLIC ORDER — VALIDITY OF STATUTE PROHIBITING THE USE OF RED FLAGS IN PARADES. — Under a statute providing that "no red or black flag . . . shall be carried in parade within this commonwealth," the defendant was convicted for carrying a red flag in the parade of a Socialist organization. *Held*, that the statute is constitutional. *Commonwealth* v. *Karvonen*, 106 N. E. 556 (Mass.).

Courts cannot protect the people from unwise or oppressive legislation ex-

cept when it is inconsistent with some constitutional provision which comes within judicial cognizance. COOLEY, CONSTITUTIONAL LIMITATIONS, 7 ed., p. 236. An enactment of the legislature, no matter how freakish in nature, cannot be declared void by the courts if it has any reasonable bearing upon the protection of public health, morals, safety, order or welfare. *Hammer* v. *State*, 173 Ind. 199, 89 N. E. 850. Moreover, if the statute has a direct relation to the evil sought to be remedied, it is not fatal that it may affect those innocent of the evil at which it is aimed. *United States* ex rel. *Turner* v. *Williams*, 194 U. S. 279, 294. The regulation of street parades is, of course, within the police power of the state, and statutes or ordinances on the subject will be sustained unless unreasonable, or outside the scope of the powers delegated to the municipality. *Commonwealth* v. *Plaisted*, 148 Mass. 375, 19 N. E. 224. *Cf. Anderson* v. *City of Wellington*, 40 Kan. 173, 19 Pac. 719. The police power, however, has some limits. Thus legislation making it a crime for a girl under twenty-one to enter a Chinese restaurant, or a statute requiring horseshoers to pass an examination, would be invalid. *Opinion of the Justices*, 207 Mass. 601, 94 N. E. 558; *Bessette* v. *People*, 193 Ill. 334, 62 N. E. 215. But in the principal case it would seem that the carrying of a red flag has enough of a connection with acts of disorder to warrant the enactment of the statute in the interest of public order. Opinions may differ as to its policy, but if there is dissatisfaction, recourse must be had to the legislature and not to the courts.

POWERS — APPOINTMENT TO REMAINDERMAN — EFFECT OF PARTIAL APPOINTMENT TO OTHERS ON RIGHT TO ELECTION. — The testator left property in trust for his daughter for life, then to such persons as she should by will appoint, and in default of such last will to be distributed as if she had died intestate. By will she appointed part of the fund for the payment of debts, and the balance to those who would have taken on default of appointment. These appointees now seek to escape payment of the transfer tax by electing to take under the original will instead of under the power. *Held*, that they must take under the power. *Estate of Josephine Slosson*, N. Y. L. J., Nov. 5, 1914 (Surr. Ct., N. Y. County).

Where a power of appointment is completely exercised in favor of the person who would take in default of appointment, the New York courts have held that he can elect to take under the will instead of under the power. *Matter of Lansing*, 182 N. Y. 238, 74 N. E. 882; *Matter of Haggerty*, 128 App. Div. 479, 112 N. Y. Supp. 1017. The argument is that, while there has been at least a formal exercise of the power, the remainderman takes nothing different than he would have had under the original will, and should therefore be permitted to elect to disregard the appointment. Somewhat analogous is the case where land is specifically devised to the heir. There the law has been that the worthier title prevails and that the heir takes by descent. *Sedgwick* v. *Minot*, 6 Allen (Mass.) 171. But this rule has been changed in England by statute, so that the heir now takes by devise. 3 & 4 WM. IV, c. 106, § 3. A doctrine of equal rigidity concerning appointments to remaindermen may well be preferable to the rule allowing an election. See 19 HARV. L. REV. 139. But whatever their comparative merits, the principal case seems to set an arbitrary limitation on the New York view. For where the donee of the power has appointed in part to others, and the balance to those who take on default, the appointees who are remaindermen take just what they would have received had the power not been exercised as to the balance, and they should have an equal right to elect to take under the original will.

QUASI-CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — THREAT OF LEGAL PROCEEDINGS. — In a suit to recover money paid under